

Invitation for Bid (IFB)

TAC 277F

Supplies or Services Requested: Wrecker, Impound & Storage Services

Department: Police Department

NIGP Commodity Code(s): 968-90

Solicitation Schedule

EVENT	DATE
IFB Issue Date	12/23/2025
Pre-Bid Conference <i>Virtual, email Assigned Buyer for invite</i>	12/30/2025 at 2:00 PM CT
Deadline for Questions <i>Submitted to assigned buyer via email.</i>	01/05/2026 <i>10 Days prior to IFB due date</i>
Bid Submission Date <i>Either mailed or delivered to City Clerk address. Bids are open the day after the due date.</i>	01/14/2026

If You have any questions or need additional information, contact the Assigned Buyer:

Samantha J. Toothaker, Senior Buyer | stoothaker@cityoftulsa.org
*All questions should be emailed with **TAC 277F** on the subject line.*

Submit Bids (sealed) to:

City of Tulsa – City Clerk’s Office
175 E. 2ND St., Suite 260
Tulsa, OK 74103

*Bids (2 total:1 original, 1 copy) must be sealed and either mailed or delivered. Write the Bid Number, Supplies or Service requested (as listed above) and Bid Opening Date on the lower left corner of the outside of Your Bid envelope. Feel free to use included packing slip. No faxed or emailed Bids will be considered. Barring certain circumstances (Section III-5), Bids received after the stated date and time **will not be accepted and will be returned to the Bidder unopened.***



CITY OF
Tulsa
A New Kind of Energy.

I. STATEMENT OF PURPOSE:

1. Overview and Goals

The purpose of this Invitation for Bid (IFB) is to secure a source to provide Wrecker, Impound and Storage Services for the City of Tulsa (City). Bidders are to respond to this IFB by providing their qualifications, resources, experience, and price for consideration of award.

The Contractor will pay the City for the privilege of performing the required services in a timely manner in accordance with all current Federal, State, Local laws, including but not limited to: Tulsa Revised Ordinances (TRO) [TRO Title 29 §§ 700-707](#); Oklahoma Administrative Code (OAC) Title 595, as summarized in the Oklahoma Department of Public Safety (OKDPS) "[Wrecker & Towing Services Manual](#)"; OAC Title 252 Oklahoma Department of Environmental Quality (ODEQ) [OAC 252:210 Highway Spill Remediation](#) (Appendix A), as well as all aspects of this IFB.

Contractor will be required to provide their own vehicle impound site(s) as well as indoor storage for investigatory impounds. These sites must be within Tulsa city limits and must meet all Tulsa Police Department (TPD) and City zoning requirements for such sites. The Bidder will be required to provide the City with a list of the site locations. The Contractor will manage these sites including any needs for site security, physical and building(s) security, garages, fencing, gates, and lighting.

2. Term of Contract

The City intends to award a one-year annual contract. The City may offer the Contractor the opportunity to renew for four additional one-year terms. To do business with the City, You must agree to the terms and conditions of the City's standard Purchase Agreement, indicated by Your **Authorized Agent's** signature on the Purchase Agreement.

Capitalized terms used in this IFB and not defined in the Purchase Agreement shall have the meanings as ascribed to them in Title 6, Chapter 4 of the [Tulsa Revised Ordinances](#) (TRO).

The entire Invitation for Bid (IFB), including any additional information submitted by Contractor and Accepted by City will be included as part of the Agreement between Contractor and City. **All sheets of this IFB (including Sections I-VI) must be submitted.**

Authorized Agent

Several parts of the Bid (Affidavits, Purchase Agreement) must be signed by an **"Authorized Agent."** An **Authorized Agent** means an agent who is legally authorized to bind the Contractor under the law of the state in which the Contractor is legally organized. For instance, under Oklahoma law, the **Authorized Agent** for each of the following types of entities is as stated below:

- **Corporations** – the president, board chair or board vice chair (or the vice president if the corporation was formed in Oklahoma) can sign; others can sign if they have and provide the City with (i) a corporate resolution giving them authority to bind the Contractor, and (ii) a recent certificate of secretary indicating the authority is still valid and was in full force and effect on the date of the signature. (**See IFB Section VI for sample of a Certificate of Secretary Document**)
- **General Partnerships** – any partner can sign to bind all partners.
- **Limited Partnerships** – the general partner must sign.
- **Individuals** – no additional authorization is required, but signatures must be witnessed and notarized.
- **Sole Proprietorship** – the owner can sign. Any other person can sign if s/he provides a recent Power of Attorney, signed by the owner, authorizing him/her to bind the sole proprietorship.

- **Limited Liability Company (LLC)** – any manager of the LLC elected by the members of the LLC, or any member signing as manager of the LLC. All other signers will need a Consent of Members signed by all the Members of the LLC authorizing their signature on or up to 30 days before the date of their signature. (See Section VI for sample of a Consent of Members Document)

Entities organized in states other than Oklahoma must follow the law of the state in which they are organized.

It is recommended that Signatory Authorization Documentation for the Authorized Agent is included at the time of Bid Submission.

II. SPECIFICATIONS

Contractor Qualifications:

Bidder must have a current Class AA wrecker license issued by the Oklahoma Department of Public Safety. A copy must be provided with Bid response.

Bidder must have complete control over the towing and storage of vehicles (when such vehicles are impounded or towed at the direction of City personnel) and will assume full responsibility for any damage occurring in connection with such towing or storage incident.

The Bidder must have the capability to tow or provide roadside assistance services for City-owned vehicles and heavy equipment, including without limitations lockouts, jump starts, or tire changes.

Bidder must have at least three (3) years' experience in the tow-in or wrecker service business.

City Liability:

Nothing in these Specifications or any future agreement will result in the City of Tulsa being responsible for paying any fees. All fees are to be collected from vehicle owner (excluding City-owned vehicles), the owner's agent or representative.

The Contractor shall hold the City harmless from and against: damages to towed vehicles, theft of towed vehicles, and loss or theft of items missing from the towed vehicles occurring from the time that the Contractor takes control of the vehicle.

The Contractor agrees to save and hold the City of Tulsa harmless of and from any and all liability including cost of defense and attorney fees which may arise from the Contractor's negligence or from any damage occurring to towed vehicles while the vehicles are in the Contractor's possession or control regardless of Contractor's negligence.

Application of Fees and Charges:

All requests to tow received from Police personnel will be at no charge to the City from the scene of the accident or hook-up point to the final disconnect location. Charges to vehicle owner will be in accordance with [Title 47 § 953.1](#) of the Oklahoma State Statutes.

In the event the City determines that the payment of any fee provided for hereunder constitutes a hardship or that such fee was wrongfully or erroneously collected or charged to the vehicle owner, the Contractor will, at the request of the Chief of Police or designee, waive or reduce towing and/or storage fees when it has been proved to the satisfaction of the Chief of Police or designee that a vehicle was towed in error or erroneously stored for an improper amount of time.

The City reserves the right to have any vehicle moved to a location (to be designated by TPD) that allows the City to establish complete physical control and access to the vehicle. The cost of tow-in services is to be paid by the vehicle owner. The Contractor shall not charge the City or the vehicle owner for moving vehicles to and from storage for auto theft cases where vehicles are being returned to their owner.

At no cost to the City, the Contractor will provide towing, storage, and services, for vehicles being towed on behalf of the City for purposes of evidence, forfeiture, confiscation, or similar purposes, including transporting vehicles from the Contractor's storage area to one provided by the City.

Contractor must release vehicles and equipment which are the subject of a forfeiture action filed in State or Federal District Court shall be released free of liens and at no cost to the City. The Contractor will provide wrecker/ tow-in services of federally forfeited vehicles or equipment to an auction or holding facility selected by the U. S. Marshalls service. The originating wrecker/tow service provider will be compensated for tow fees only for auction items to another facility. The fee will be negotiated with the U.S. Marshall's service. The federally seized vehicles and equipment will be started and moved once a month. The vehicles will be washed prior to towing to auction facility selected by the U. S. Marshall's Service.

In the event a vehicle towed for confiscation is released by the City or the District Attorney's Office, the Contractor may charge the owner a towing fee and storage fee from the date of release. If the Contractor does not have the capability to auction forfeited vehicles, Contractor will be asked to tow them to an auction facility.

Sale Of Vehicles For Storage Fees:

The sale of vehicles for storage fees shall be performed in accordance with applicable Oklahoma Statutes. The Contractor must furnish the City with a list of all vehicles the Contractor intends to sell for storage fees ten (10) days prior to the sale. The City may prevent the sale of any vehicle. The format of this report will be agreed upon by the City and Contractor.

Geographic Assignment:

The geographic boundary for work by Contractor's crews shall be only as directed by City and will be limited to locations within the City's jurisdictional boundaries. Wrecker impounding activities will be monitored, and crews will be responsible for providing detailed information of collection locations as requested.

Occasionally it may be required to cross jurisdictional boundaries to retrieve vehicles involved in investigations that originated within City's jurisdiction. Contractor must have the necessary operational licensing or certifications or both to provide services under those circumstances. Operational licensing, certifications, or both must be made available upon demand for inspection.

Operation of Wreckers:

Contractor will operate all wreckers and all other equipment in compliance with any and all applicable federal, state, and local rules and regulations. Equipment must be in good operating condition and ready for use, capable of rendering satisfactory wrecker service.

Quantity of Wreckers Available:

Contractor must have a minimum of eight (8) small wrecker service trucks and two (2) large wrecker service trucks available for service at all times. This requirement intentionally supersedes the minimum requirements of [TRO Title 29 § 704](#) (C)–(D) under the exception authorized in 704(D).

These enhanced requirements reflect the City's operational preference and shall govern under this Agreement.

Wrecker Identifying Marks:

Contractor shall clearly mark their wreckers with the name of the wrecker service on each side of the vehicle in letters not less than two (2) inches in height and one-half (1/2) inch in width. The color of such lettering shall contrast with the body color of the vehicle so as to be easily legible.

Wrecker Maintenance:

Each vehicle to be used as a wrecker must be designed for such purpose and shall be maintained in excellent mechanical condition.

Wrecker Lighting:

Each vehicle to be used as a wrecker must have at least one (1) amber rotating or flashing beacon with three hundred sixty-degree visibility. In addition, each vehicle must have an emergency flasher system capable of emitting two (2) amber lights to the front and two (2) red lights to the rear of the vehicle that flash simultaneously. All lighting systems must be visible from a minimum of five hundred (500) feet.

Wrecker Equipment:

Each vehicle to be used as a wrecker must include the following equipment:

- Two (2) "scotch" blocks or similar devices capable of adding stability to the wrecker in preparing the disabled vehicle for towing;
- "Dollies" for the purpose of providing a method of towing a disabled vehicle which is otherwise incapable of being towed; or equipment capable of adequately and safely loading the disabled vehicle. This requirement does not apply to the loading or transporting of disabled vehicles of ten thousand (10,000) pounds or more gross weight;
- At least one easily accessible fire extinguisher with an NFPA rating of ten (10) BC or higher;
- All truck warning devices required by [47 O.S. § 12-407](#) to protect the scene of an accident during the daytime or at night;
- Two (2) chains adequate for pulling or towing;
- One (1) push-type broom;
- One (1) axe;
- One (1) shovel;
- One (1) set of tire chains;
- One (1) pry-bar or wrecker bar capable of prying open vehicle doors; and
- One (1) "sling," "stay-bar", or other device capable of protecting a disabled vehicle while being towed or transported.

Wrecker Communications:

Each wrecker shall be equipped with a radio receiver and transmitter capable of communicating with the wrecker company dispatcher, and each wrecker company dispatcher shall have base station equipment capable of receiving and transmitting such communication.

Wrecker and Equipment Inspection:

Prior to the use and operation of any vehicle to perform these services, the vehicle must be thoroughly examined and inspected by the City in accordance with the rules and regulations prescribed by [TRO Title 29 §§ 700-707](#).

Every vehicle operating under the terms of the Agreement and the provisions of [TRO Title 29 §§ 700-707](#) will be periodically inspected by the City at such intervals as determined by the City to

ensure the maintenance of safe operating conditions. Upon such inspection, if it be found that the vehicle operating under the stated ordinance does not meet the requirements established herein, the Contractor must, at the direction of the City remove from service until such time as the vehicle fully complies with the requirements of the stated ordinance.

When any vehicle has been involved in a reported accident and is taken out of service, such vehicle shall not be put back into service until it is repaired. It is the primary responsibility of the Contractor to make necessary repairs before the vehicle is returned to service.

List of Wreckers:

Contractor must provide an equipment list of all the wreckers to be used in service of this Agreement. As required below, each vehicle must be listed by make, model, vin number, type, and capacity. If Contractor intends to provide additional specialized equipment to assist in providing the services of this Agreement, other than equipment listed in **Wrecker Equipment**, such additional specialized equipment must be included on the equipment list.

List of Drivers:

Bidder must attach to Bid a list of all drivers. The drivers list must include the drivers' names as shown on their license, any alias, points assessed on license, full-time or part-time employment status; and work schedule (days and hours). In addition, Bidder must provide a list of all wrecker drivers and any felony or misdemeanor convictions they have had in the past five (5) years. The City reserves the right to approve or disapprove of any of Contractor's employees for services rendered under this agreement.

Contractor must submit an updated drivers list within five (5) working days at the end of each month to the City of Tulsa Chief of Police and Police Information Technology Division Records Manager.

Wrecker drivers must have the appropriate Oklahoma Department of Motor Vehicles Class license to operate the wreckers.

Calls for Service:

Contractor must dispatch an appropriately sized wrecker for towing service when called for by City.

City personnel will call for tow services as a result of a pursuit, traffic collision, traffic management, improper parking during special events, vehicles seized as part of a criminal investigation or other incidents as needed.

City personnel will also call Contractor on behalf of stranded motorists. It is to be understood that the vehicle owner/custodian may summon any service provider of their own choice. If the owner/custodian is unable to provide a towing preference or has no preference, the City will contact the Contractor for them. The vehicle owner will be responsible for the charges related to these towing services.

City personnel will call for tow and storage service for nuisance abatement of inoperable vehicles, trailers, motors, boats, etc. from private property and nuisance vehicles under the booting/towing program for Neighborhood Investigations. The cost of said towing/storage is the sole responsibility of the vehicle owner, and the City of Tulsa is exempt from payment for these services. The disposition of towed inoperable/nuisance vehicles shall conform to [TRO Title 24 § 305](#), [TRO Title 29 §§ 700-707](#) and other applicable Oklahoma State Statutes.

City employees will call for tow service for inoperable and/or unroadworthy City fleet vehicles and/or heavy equipment such as but not limited to skid steers, backhoes, skip loader, fire apparatuses, etc. City employees may also call for transport service for vehicles and heavy equipment between City locations, worksites, or repair facilities.

If Contractor is transporting vehicles to the City's Surplus yard, Driver must notify the surplus yard attendant of intent to drop off. The surplus yard attendant will direct Driver of specific space available for drop off prior to disconnecting or roll-off of vehicle from wrecker.

The Contractor may elect to perform roadside services to avoid a tow such as jump start, tire change(s), door unlock(s), etc.

Roadside Services – City Vehicles:

Roadside service such as vehicle unlocks, jump starts, and tire changes may be performed to render a City fleet vehicle operable. If the vehicle remains inoperable, tow service will be rendered.

Service Priorities:

Requests for service from the City shall be given priority over requests from private individuals and businesses. The Contractor must provide service utilizing the following guidelines for service priorities:

- Priority 1 City personnel service request involving a vehicle creating a traffic hazard.
- Priority 2 City personnel service request involving disabled City vehicle(s) or equipment
- Priority 3 Police or City employee service request to transport vehicles and/or equipment to where Police or City directs them to be towed..
- Priority 4 All other requests for service from private individuals and businesses.

Response Times (Priority 1 calls only):

Response Time is defined as the total elapsed time from Contractor's dispatcher receiving the call from City personnel until a wrecker is at the scene. Response time must not exceed twenty (20) minutes for City service requests. In the event the Contractor does not respond in a timely fashion, City personnel may, at their discretion, call another wrecker service of its choosing.

Storage Services:

Bidders shall provide the location(s) of all storage sites and facilities that will be used to provide services with their Bid response, including the maximum storage capacity for each storage site and building. The Contractor must provide a centralized clerical office facility including adequate staff necessary to receive calls, dispatch wreckers, release vehicles or equipment, and process impounded or towed-in vehicles. Contractor must be capable of rendering at any time a correct account for all vehicles received, currently at each site and released from all sites. The staff to meet this provision must be onsite at all times. Staff on-call is not acceptable. If additional sites are procured at a later date in service of this Agreement, the central clerical office function is to remain centralized.

Location of facilities including office, indoor storage and outdoor storage must be within City of Tulsa city limits. If multiple sites are utilized to provide services under this Agreement, all sites and functions must be manned at all times.

Site Zoning:

Current City of Tulsa Zoning requirements for vehicle impound yards and auto wrecker services as described in these Specifications are classified as Outdoor Equipment and Materials Storage and

are permitted in the following districts: CG, CH, CBD, IL, IM, and IH. Contractors who are operating a secondary business or additionally as a salvage yard on the same site must follow the appropriate zoning requirements as determined by the City Planning Department.

Operating Hours:

Contractor must operate on a 24 hour basis.

Storage Inspection:

Storage sites and facilities are subject to inspection and acceptance by the City.

Outdoor Storage:

The Contractor shall provide an outdoor storage site sufficient to accommodate the secure storage of vehicles, all motorcycles, motorbikes, and other vehicles as needed by the City. **City's minimum outdoor storage capacity requirement is 1200.**

Total storage capacity may be achieved through a primary and secondary lot. Any secondary lot must have a security guard on duty during operating hours and additionally have personnel available to return vehicles from this lot to the central office facility promptly and at no extra cost. The Contractor is solely responsible for the security of each vehicle, and its contents. Contractor must exercise due diligence to secure all sites.

Indoor Storage:

The building shall be of sufficient size and layout to allow for investigatory impounds, evidence collection and processing, other holds, and evidence collection equipment storage areas. **Indoor storage minimum space requirements are 250.**

The Indoor Storage facility must have an access control monitoring system, whether manual or electronic, in place to ensure the building is secure with locking and limited access to vehicles. Vehicles that are brought in with a "No Touch Hold" status are to be stored indoors in a secured area as an investigatory impound for evidence collection purposes and must remain untouched following disconnection from the delivering wrecker until released. Indoor Storage access shall be limited to necessary Contractor personnel and City personnel. Any of these vehicles may require a search, an inspection, or vehicle identification number confirmation while at Contractor's location and so shall be stored for convenient access. Contractor will provide access to City personnel performing those tasks during operating hours.

Indoor Storage Building requirements

1. Secure for evidentiary purposes
2. 24 hour accessibility
3. Building envelope secured from precipitation, excess dust, or animals
4. Eight (8) bays
5. One (1) lift which may be a true lift or a lift jack
6. Climate controlled, temperature does not fall below 50 degrees or above 78 degrees
7. Capable of complete darkness
8. Clean-floors free from dirt and debris from leaking vehicles
9. Secure Evidence Collection Processing equipment storage space
10. Well-lit
11. Well ventilated
12. Electrical connections
13. Doors big enough for wrecker access
14. Secure storage must have a monitored alarm, and digital or video surveillance which meets

the approval of the City of Tulsa Chief of Police or their designee.

Indoor Storage Preferences:

It is a preference, not a requirement for award, that the indoor storage building has the following additional features:

1. Restrooms
2. Separate areas with walls and doors for segregating investigatory impounds from other hold vehicles and the evidence collection and processing workspace.
3. A secure evidence collection and processing equipment storage space measuring approximately 375 square feet.
4. Lighting fixtures are capable of providing not less than 100 foot candles of illumination at ground level.
5. Ventilation system capable of 4 ACH (air changes) per hour.
6. Ample electrical outlets consisting of 2 pole, 3 wire grounded receptacles rated for 125 volt single phase on a 15 or 20 amp circuit.
7. Ample space within the 8 bays to accommodate an evidence collection tent which measures approximately 12' W x 25' L x 13' H.
8. A vehicle lift , minimum 2 posts with a 9,000 lbs. lift capacity.
9. Monitored alarm system.
 - a. All doors and windows monitored.
 - b. Any alarm trip requires the Contractor's response within 10 minutes of alarm trip and an immediate investigation to determine the cause of alarm trip.
 - c. Within 24 hours of an alarm trip, the Contractor will notify the City of Tulsa, Police Information Technology Division, Records Section Manager by email, informing them of the alarm trip, Contractor's response time, and investigative results.
 - d. Immediately upon the discovery of any attempted or actual unauthorized entry to the Secure Indoor Storage Building, the Contractor will immediately contact the city of Tulsa Police Dispatch.
10. Controlled access, achieved by either:
 - a. A digital access control system with minimum of a 30-day audit log, or
 - b. An individual entry code system with a minimum of a 30-day audit log
11. Digital Surveillance System*:
 - a. Monitoring the entirety of the exterior of the Evidence Process/Collection Area and all access points.

*Surveillance monitoring of the interior of the Evidence Processing/Collection Area is prohibited.

Additional Site(s):

If it becomes necessary to acquire additional sites for storage to accommodate service under this Agreement, Contractor will notify the City of Tulsa Purchasing Agent and the City of Tulsa Chief of Police prior to proceeding. Any potential sites are subject to inspection by the City for acceptability. The City reserves the right to reject any timeline or facility that does not meet the City's needs. Any additional sites procured after execution of this agreement must meet the same requirements as the primary site(s) for security, and operating hours for indoor and/or outdoor storage service. **If minimum outdoor or indoor storage requirements are exceeded, additional sites must be secured.**

Any additional storage space required by Contractor for business not a part of this Agreement must not infringe on the Indoor Storage Building requirements of this agreement.

Reports:

Contractor must submit periodic, written reports to City as either requested or required by [TRO Title 29 § 706](#). Reports are additionally to be sent to the Police Information Technology Division Records Manager and Special Operations Division Manager per current operational requirements as well as the Chief of Police. These reports must include, but are not limited to:

Daily Reports:

Each daily report must contain, at a minimum, the following information:

A. Daily Activity

The Daily Activity will include a summary of activity related to service Priority Types 1, 2 & 3 including the:

- Service Date
- Service Time
- Service Location
- Impound/Tow Location
- Invoice Number
- Vehicle VIN, License Plate Number/State, Year, Make, Model
- Hold Status (if applicable)
- Releasable Date

B. Other Services Provided by Contractor for City

- Service Description
- Service Date
- Service Time
- Service Location
- Impound/Tow Location
- Invoice Number
- Vehicle VIN, License Plate Number/State, Year, Make, Model
- Hold Status (if applicable)
- If for City Employee – Department name or department number

C. Year-to-Date Summary (Based on Calendar Year)

1. Priority 1 Service Calls
2. Priority 2 Service Calls
3. Priority 3 Service Calls
4. Total Impounds with Releasable Dates
5. Total Impounds with Holds including Storage Location (i.e., Outdoor, or Indoor)
6. Total Holds with “No Touch” Status
7. Total Vehicle Releases Received from TPD, Police Information Technology Division
8. Year to Date reports are due each month on one (1) business day following the last day of the month.
9. Year to Date reports must include monthly total and year to date totals.

Daily Report Delivery

All daily reports are to be delivered to the Police Information Technology Division Records Section Manager and Special Operations Division Manager, no later than 09:00 am the following calendar day and will account for 12:00 am to 11:59 PM activities of the previous day.(i.e., Sunday 12:00 am to 11:59 pm activities daily report delivered by Monday 09:00 am.)

Annual Reports:

Annual reports showing a breakdown of services rendered based on criteria provided by the City of Tulsa Purchasing Agent or their designee shall accompany the annual contract renewal documents and payment.

Meetings And Access To Records

The City of Tulsa Chief of Police or designee or City Purchasing Agent or designee will have the authority to call meetings with the Contractor for the discussion and resolution of problems and for the discussion of other mutual concerns.

The City has a right to ask for any and all records pertaining to this Agreement. See Purchase Agreement paragraph 22 Right to Audit section.

Available Data:

The quantities represented here are the best information currently available. Current and future volume will be subject to change based on many factors. Bidders should rely on their experience and knowledge of the business in anticipating their potential revenue resulting from award of this bid and subsequent agreement. Quantities do not necessarily reflect what will happen in the future. The City makes no guarantees regarding future quantities and provides this information as reference only.

	2024	2023	2022
Police Relayed Calls - Actual Tows	4566	4601	4211
Police Relayed Calls - Service Cancelled	1316	1320	1391
City Employee Service Calls - No Charge	1810	1742	1665
Impounded Vehicles	3630	N/A	N/A
Vehicles Sold	1103	N/A	N/A
Fee Hardships Granted	81	N/A	N/A
Fee Reductions Granted	32	N/A	N/A
Nusiance Vehicle Towed/Stored	180	N/A	N/A

N/A = data not available

REQUIRED BIDDER ATTACHMENTS TO BE SUBMITTED WITH BID

- Copy of Class AA Wrecker License issued by the Oklahoma Department of Public Safety.
- Equipment list to be used in service of this agreement. It must include each vehicle's make, model, vin number, type, and capacity. If Bidder is providing specialized equipment in addition to what is listed please include it in your equipment list.
- Explanation of process to provide accountability of personal possessions or equipment remaining in towed vehicles while in Contractor's custody.
- Wrecker Drivers list. Must include drivers' name, any alias, points assessed on license, full-time/part-time employment status, work schedule and any felony or misdemeanor convictions drivers may have had in the past five years.
- Storage facilities site list, both inside and outside, that will be used to provide services. The City reserves the right to reject any facility that does not meet the City's needs.

III. BID SUBMISSION INSTRUCTIONS AND INFORMATION

1. **Bidder Registration:** To ensure timely updates and alerts about this bid, interested Bidders should **register as a Bidder** with the Assigned Buyer via email. To **register as a vendor**, interested Bidders should complete the City's online vendor registration form ([linked here](#)). If You have any questions, email purchasing@cityoftulsa.org or check the City's ["Selling to the City" Website](#).
2. **Pre-Bid Conference:** If a pre-Bid conference is required, see the first page for time and location.
Attendance Requirement
 - ☐ Attendance at the Pre-Bid Conference is required to submit a Bid.
 - ☒ Attendance is not required to submit a Bid.
3. **Questions and Concerns:** As You prepare Your Bid response, You may have questions or points of clarification around this Solicitation. Any questions or comments about this Invitation for Bid must be sent via e-mail to the buyer listed on the first page "Assigned Buyer" and be received at least **10 Days prior to the Bid Submission Date**. Please include the IFB Bid number (as indicated on the title page) on all communications. Bidders may only communicate with the City through the Assigned Buyer – communication with other City staff could result in disqualification.
4. **Issuing of Addenda:** The City may addend or amend its IFB at any time before the Bid Submission Date. In addition to registering as a Bidder with the City, Bidders can check the "Purchasing Bid Opportunities & Results" page on the City Website for the latest updates ([linked here](#)). Any such amendments shall become a part of the Agreement. You must acknowledge receipt of any Addenda or Amendments by writing in the issued Addenda numbers on Exhibit A – Delivery and Pricing. City may reject any Bid that fails to acknowledge any Addenda or Amendments.

5. **Submission and Receipt of Bids:** The City requires two completed Invitation for Bids: 1 Original and 1 Copy. Each must be clearly labeled on the front sheet indicating "Original" or "Copy." Use the Bidder Checklist to ensure Your Bid includes all required components. If a copy on electronic media is also required, the box below will be checked.

☐ Electronic Copy is also required.

Bids must be received no later than 5:00 PM (CST) on the Bid Submission Date (see first page) and delivered to:

**City of Tulsa - City Clerk's Office
175 East 2nd Street, Suite 260
Tulsa Oklahoma 74103**

Bids must be sealed and either mailed or delivered. The package, container, or envelope should contain both of Your completed Bids, the original and the copy. Please use the provided label on the last page of this IFB to clearly write the Bidder's legal name and Bid number on the outside of the package, container, or envelope. No faxed or emailed Bids will be considered.

Bids received after the stated date and time **will not be accepted**. The timestamp clock located at the City Clerk's Office on the second floor of City Hall at 175 East 2nd Street, Suite 260, Tulsa, Oklahoma, 74103 is the City's official bid clock for this IFB. Timeliness of Bid submittals will be determined using only this clock.

Exceptions to Timeliness Requirement

The Purchasing Agent, at his/her sole discretion, may make exceptions only for the following reasons:

- City Hall closed for business for part or all of the day on the date the response was due;
- If the Purchasing Agent deems it appropriate due to large-scale disruptions in supply chains and the transportation industry that may have prevented delivery as required;
- If documented weather conditions caused the late delivery. You must provide documentation of such weather to the satisfaction of the Purchasing Agent.

In the event that the Bid submittal is delivered after the time specified and does not meet the exceptions listed above, the Bid will not be accepted, and the submittal envelope will not be opened.

The City will not be liable for delays in delivery of Bids to the City due to handling by the U.S. Postal Service, or any other type of delivery service. The City reserves the right to postpone the date and time for submittal of Bids at any time prior to the Bid Opening Date or to delay or reschedule the Bid Opening Date for its own convenience.

The City reserves the right to cancel, revise, or amend this IFB and associated bidding documents up to the time specified for receipt of Bids.

6. **Bid Opening:** All Bid openings are public and take place at 8:30 a.m. Thursday, the day after Bids are due. The Bid openings are held in the City of Tulsa Council Meeting Room, 175 East 2nd Street, 2nd Floor, Tulsa, Oklahoma.

IV. BID EVALUATION AND AWARD

1. **Bid Evaluation:** The Assigned Buyer and departmental staff will work together to determine the winning Bid. Generally speaking, the Bid award will go to the **Highest Secure Bidder: the Supply or Service that can best meet the City's needs with the highest payment to the City**. In addition to price and specifications, the Buyer and departmental staff may also evaluate Bidder history and experience, delivery time, maintenance requirements, and performance data, among other factors.
2. **Bid Rejection or Withdrawal:** The City may reject any or all Bids in whole or in part. Reasons a Bid may be rejected include, but are not limited to the following:
 - A submitted Bid does not contain all the necessary materials, signatures, and/or affidavits (listed on the included checklist);
 - The Bid does not meet specifications and requirements in some material way;
 - The Bidder holds outstanding debt to the City;
 - The Bidder adds additional terms and conditions that modify IFB requirements or attempt to limit Bidder's liability to the City.

City reserves the right to waive minor deficiencies of specifications, technicalities, or informalities in a Bid, provided that the best interest of the City would be served without prejudice to the rights of other Bidders. Bid withdrawal, meanwhile, may only be accomplished by having an Authorized Agent request the withdrawal in person at the City Clerk's office before the City's close of business on the Bid Submission Date.

3. **Bid Award Recommendation and Appeal:** Upon confirming the Bid recommended for selection, the Assigned Buyer will email all participating Bidders a memo announcing the recommended Bid. This email will also share the time, date, and virtual meeting link for the Standard, Specifications, and Award (SSA) committee meeting where the Bid award recommendation will be reviewed.

If approved by SSA, the award recommendation is then sent to the Mayor for the Mayor's final approval. SSA meetings are held Thursdays at 8:30am in the City of Tulsa Council Meeting Room, 175 East 2nd Street, 2nd Floor, Tulsa, Oklahoma. The meeting will be held on a given Thursday at 8:30 am, depending on when the Bid award has been determined. During this meeting, Bidders who are not recommended for award can issue an appeal and ask that the Bid award be reconsidered. Bidders who are not recommended for award can also email the Assigned Buyer prior to the SSA meeting if they have any questions or concerns regarding the award recommendation.

If/when the Bid award is approved by the SSA committee, the City will make available on the City's Purchasing Website a summary of Bids received generally within 5 working days after the Bid Opening Date. After a Bid award is recommended to the Mayor, a copy of the Bid summary will be available in the City Clerk's Office. Bid results are not provided in response to telephone or email inquiries. All Bid awards are subject to Acceptance by the City.

V. BID PROCESSING

1. **Forms, Notice to Proceed, and Irrevocability of Offer:** If the City Accepts Your Bid, You will have ten (10) Days from notification of the Acceptance to provide a completed IRS form W-9. You cannot start work until you are authorized to do so by the Purchasing Agent or a representative.

Bidder understands and acknowledges that the offer submitted as the Bid is firm and irrevocable from the City's close of business on the Bid Submission Date until the date the City Accepts the Bid or 365 Days after the Bid Opening Date, whichever is earlier.

2. **Purchase Order Without Contract:** If the successful Bid is less than One Hundred Thousand Dollars (\$100,000), the City, in its sole discretion, may Accept the Bid upon written approval of the Mayor rather than execute the Purchase Agreement. Instead, the City will purchase the Supplies and/or Services by issuing a purchase order. In any event, the terms of this IFB will govern the transaction and be enforceable by the City and Contractor.

3. **Insurance:** **Yes:** ☒ **No:** ☐

The Contractor and its subcontractors shall comply with the requirements established by the Oklahoma Department of Public Safety, as set forth in OAC 595:25-5-4. The Contractor and its subcontractors shall be responsible for full compliance with these requirements at all times.

The Contractor and its subcontractors shall, at Contractors expense, procure and maintain in full force and effect, for the duration of any contract resulting from this Invitation for Bid (IFB), insurance policies in the type and minimum amounts listed below.

General Liability: personal injury and property damage, each occurrence	\$1,000,000.00
Commercial Automobile Liability: Combined Single Limit (CSL), each occurrence	\$1,000,000.00
Workers' Compensation	(Statutory limits)
Garagekeepers	\$50,000.00 - \$150,000.00
On-Hook or In-Tow	\$50,000.00 - \$150,000.00
Bailee (minimum)	\$2,500.00

All insurance shall be issued by companies authorized to transact business in the state of Oklahoma and shall remain in effect for the entire term of the contract. Contractor will have ten (10) Days after notification that its Bid was Accepted by the City to provide proof of coverage. The Certificate of Insurance must be completed with the following information:

- A. Your name
- B. Insurer's name and address
- C. Policy number
- D. Liability coverage and amounts
- E. Commencement and expiration dates
- F. Signature of authorized agent of insurer
- G. Certificate Holder Information: City of Tulsa, 175 East 2nd St., Suite 260, Tulsa, OK 74103

The failure to maintain the required insurance or provide proof thereof shall constitute a material breach of contract and may result in suspension or termination of services.

4. **Bonding:** **Yes:** ☐ **No:** ☒

5. **Federal Funding Involved:** **Yes:** ☐ **No:** ☒

6. **References Required:**

Yes: ☒

No: ☐

If yes, number of references required: 3

For each reference, the following information must be included: Company Name, Contact Name, Full Mailing Address, Phone Number, E-Mail Address, and the supplies or services provided.

Company Name:	_____
Contact Name:	_____
Address:	_____
Phone Number:	() _____
Email Address:	_____
Description of	_____
Supplies/Services Provided:	_____
Company Name:	_____
Contact Name:	_____
Address:	_____
Phone Number:	() _____
Email Address:	_____
Description of	_____
Supplies/Services Provided:	_____
Company Name:	_____
Contact Name:	_____
Address:	_____
Phone Number:	() _____
Email Address:	_____
Description of	_____
Supplies/Services Provided:	_____

7. **Data Rider:** If the box is checked "Yes," the Data Rider is **required:**

Yes: ☐

No: ☒

8. Any documents provided in response to subsections 4 through 7 above are by this reference fully incorporated into the Agreement as if set-forth entirely in this Section V.

VI. SAMPLE FORMS

Certificate of Secretary

The undersigned _____ (Assistant) Secretary of _____, a _____ corporation, (the "Corporation") hereby certifies that the following is a true and correct copy of a Resolution duly adopted by the Board of Directors of the Corporation on the _____ day of _____, 20__.

RESOLVED, that _____ is authorized to execute and enter bids, contracts, bonds, affidavits and any ancillary documents, on behalf of the Corporation.

The undersigned further certifies that this Resolution is in full force and effect as of the date of this Certificate and has not been amended, modified, revoked or rescinded.

IN WITNESS WHEREOF, I have executed this Certificate this ____ day of _____, 20__.

(Signature)

Printed Name

(Assistant) Secretary

[NAME OF COMPANY], LLC

Consent of Members

The undersigned, being all of the Members of [Name of Company], LLC, an Oklahoma Limited Liability Company, hereby authorize, consent to, approve and ratify the execution by _____ [name of Authorized Representative] on behalf of [Name of Company], LLC of bid proposals, contracts, affidavits and related documents in connection with [Name of Project] of the City of Tulsa.

DATED, this _____ day of _____, 20__. [Date must be dated date authorized representative signed or up to 30 days before the authorized representative signed]

[Signature]

Name Printed: _____

Title

Name Printed: _____

[Title]

[ADD ADDITIONAL LINES FOR ADDITIONAL MEMBERS]

Disclaimer Statement: This form is made available for example purposes only and is not intended to be legal advice nor intended to be relied upon in lieu of consultation with an attorney."

EXHIBIT A – DELIVERY AND PRICING

Bidder's Legal Name: _____
(Must be Bidder's company name as reflected on its organizational documents, filed with the state in which Bidder is organized)

Delivery: If Your Bid is Accepted, state the number of Days You need to deliver the Supplies and/or to begin providing Services: _____

You must be able to deliver the Supplies and/or Services as specified in Your Bid. Failure to do so may result in City terminating the Agreement and pursuing collection under any performance bond, as well as seeking any other damages to which it may be entitled in law or in equity.

In accordance with all Terms, Conditions, Specifications and Requirements included herein, Contractor agrees to pay City the price indicated on an annual basis, at the beginning of each Agreement term.

Services:

Coverage Area	Price Bid
Citywide	\$ _____ / PER YEAR

Note: Bidder further agrees to deliver a cashier's check (payable to the City of Tulsa) to Assigned Buyer **within ten (10) days** of receiving written notice that Bidder is being recommended for Bid Award.

If City elects to renew the Agreement, Contractor will include a cashier's check (payable to City of Tulsa) for the amount bid and return to Assigned Buyer with signed renewal documents.

THE CITY DOES NOT GUARANTEE ANY SPECIFIC QUANTITY OR NUMBER OF SERVICE REQUESTS, IF ANY, THAT WILL BE MADE DURING THE AGREEMENT TERM.

Addenda

The Bidder acknowledges receipt of Addenda to the IFB as follows. (Please write in each Addenda number issued, if applicable):

Addenda # Addenda # Addenda # Addenda # Addenda #

State of Organization: _____

Bidder's Type of Legal Entity: (check one)

- | | |
|--|--|
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Limited Partnership |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Limited Liability Limited Partnership |
| <input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Other: _____ |

Bidder's Address: _____
Street City State Zip Code

Bidder's Website Address: _____

Sales Contact:

Contact for Legal Notice:

Name: _____

Name: _____

Title/Position: _____

Title/Position: _____

Street: _____

Street: _____

City: _____

City: _____

State: _____

State: _____

Phone: _____

Phone: _____

Email: _____

Email: _____

How did you learn about this business opportunity with the City of Tulsa?

- ☐ Email from Assigned Buyer
- ☐ City of Tulsa Website
- ☐ Tulsa World posting
- ☐ Purchasing search engine
- ☐ Industry colleague
- ☐ Other: _____

END OF EXHIBIT A

AFFIDAVIT
NON-COLLUSION, INTEREST, AND CLAIMANT

STATE OF _____)
COUNTY OF _____)ss.

I, _____, of lawful age, being first duly sworn, state that:
(Contractor's Authorized Agent)

1. I am the **Authorized Agent** of Contractor herein for the purposes of certifying facts pertaining to the existence of collusion between and among Bidders and municipal officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the proposal to which this statement is attached.
2. I am fully aware of the facts and circumstances surrounding the making of Contractor's Bid to which this statement is attached, and I have been personally and directly involved in the proceedings leading to the submission of such Bid; and
3. Neither the Contractor nor anyone subject to the Contractor's direction or control has been a party:
 - a. to any collusion among Bidders in restraint of freedom of competition by agreement to respond at a fixed price or to refrain from responding,
 - b. to any collusion with any municipal official or employee as to quantity, quality, or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c. in any discussions between Bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract.
4. No officer or employee of the City of Tulsa either directly or indirectly owns a five percent (5%) interest or more in the Bidders business or such a percentage that constitutes a controlling interest. Affiant further states that the following officers and/or employees of the City of Tulsa own an interest in the Bidders business which is less than a controlling interest, either direct or indirect.

5. All invoices to be submitted pursuant to this agreement with the City of Tulsa will be true and correct.
6. That the work, services or material furnished will be completed or supplied in accordance with the plans, specifications, orders, requests or contract furnished or executed by the affiant. Affiant further states that (s)he has made no payment directly or indirectly to any elected official, officer or employee of the City of Tulsa or of any public trust where the City of Tulsa is a beneficiary, of money or any other thing of value to obtain payment of the invoice or procure the contract or purchase order pursuant to which an invoice is submitted. Affiant further certifies that (s)he has complied with all applicable laws regarding equal employment opportunity.

By: _____
Signature
Title: _____

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

My Commission Expires: _____

Notary Commission Number: _____

The Affidavit must be signed by an **Authorized Agent and notarized.**

PURCHASE AGREEMENT

(Page 1 of 5)

INSTRUCTIONS: Bidder must properly sign and return this document or Bid may be **rejected**. Your signature on this document indicates You have read and understand these terms and conditions and agree to be bound by them.

THIS PURCHASE AGREEMENT is between the CITY OF TULSA, OKLAHOMA, a municipal corporation, 175 East 2nd Street, Tulsa, Oklahoma, 74103-3827 (the "City") and:

(Bidder's company name as reflected on its organizational documents filed with the state in which Bidder is organized; not simply DBA and address) (the "Contractor").

WITNESSETH:

WHEREAS, the City has approved certain specifications and advertised for or solicited Bids on the following supplies or services:

TAC 277F Wrecker, Impound & Storage Services

(the "Supplies and/or Services").

WHEREAS, Contractor submitted a Bid and desires to provide the Supplies and/or Services to City;

WHEREAS, Contractor acknowledges that its signature on this Purchase Agreement constitutes an irrevocable offer to provide the Supplies and/or Services specified in the Agreement and that if Accepted by the City's Mayor, this document will become the contract for such Supplies and/or Services.

NOW, THEREFORE, for and in consideration of the terms, covenants and conditions hereinafter set forth, the parties hereto agree as follows:

1. Definitions.

- 1.1. **"Acceptance" or "Accepts"** with respect to a Bid means either (1) City's execution of the Purchase Agreement, or (2) Mayor's written approval of the Bid award recommendation and issuance of a purchase order on behalf of the City if the purchase is for an amount less than One Hundred Thousand Dollars (\$100,000) and the City determines it is in its best interests.
- 1.2. **"Acceptance"** with respect to delivery of the Supplies and/or Services shall mean City's written acknowledgment that Contractor has satisfactorily provided such Supplies and/or Services as required.
- 1.3. **"Addenda" "Addendum" or Amendment(s)"** means a clarification, revision, addition, or deletion to the Invitation for Bid by City which will become a part of the agreement between the parties.
- 1.4. **"Agreement"** consists of the Invitation for Bid and the Purchase Agreement.
- 1.5. **"Bid Opening Date"** means the date the Bid is opened by the City.
- 1.6. **"Bid Submission Date"** means the date the Bid is due from Bidder to the City.
- 1.7. **"City"** means the City of Tulsa, Oklahoma.
- 1.8. **"Days"** means calendar days unless otherwise specified.
- 1.9. **"Invitation for Bid" or "IFB"** consists of the following documents: Cover page, Sections I-VI, Exhibit A – Delivery and Pricing, Affidavit(s), Purchase Agreement, and Bidder Checklist.
- 1.10. **"Primary Contractor"** means the Contractor whose Bid City Accepts as the principal contractor of the Supplies and/or Services required.
- 1.11. **"Purchasing Ordinance"** means Tulsa Revised Ordinances, Title 6, Chapter 4 et seq.
- 1.12. **"Secondary Contractor"** means the Contractor whose Bid City Accepts as a back-up contractor in the event the Primary Contractor is unable to provide all the Supplies and/or Services.
- 1.13. **"Contractor"** means the Bidder whose Bid City Accepts.
- 1.14. **"Specifications"** means the technical and/or performance requirements for the Supplies or Services.
- 1.15. **"You" or "Your"** means the Bidder responding to this Invitation for Bid or the Contractor whose Bid the City Accepts.
- 1.16. **"Website"** means the City of Tulsa's website for the Purchasing Division: www.cityoftulsa.org/purchasing

2. **Order of Precedence.** Capitalized terms used but not defined herein will have the respective meanings given to them in the Purchasing Ordinance. In the event of conflicting or ambiguous language between this Purchase Agreement, any of the other Agreement documents, and additional information submitted by the Contractor and Accepted by City, the parties shall be governed first according to this Purchase Agreement, second according to the remainder of the documents included in the Agreement and third according to any additional information submitted by Contractor and Accepted by City.

3. **Purchase and Sale.** Contractor agrees to sell City the Supplies and/or Services for the price and upon the delivery terms set forth on Exhibit A – Delivery and Pricing. City agrees to pay Contractor the price as set forth in Exhibit A based on (a) the quantity actually purchased in the case of Supplies and/or Services priced by unit, or (b) the total price for a stated quantity of Supplies and/or Services, upon (i) delivery of the Supplies and/or Services to the City, (ii) the City's Acceptance thereof, and (iii) Contractor's submission and City's approval of a verified claim for the amount due. City shall not pay any late charges or fees.

PURCHASE AGREEMENT

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4. **Term.** The term of the Agreement begins on the date the Mayor/Mayor Pro Tem of the City of Tulsa executes this Purchase Agreement and terminates one year from that date. City in its sole discretion may offer Contractor an opportunity to renew this Agreement up to an additional four (4) one (1) year term(s). Contractor understands and acknowledges that any future contracts or renewals are neither automatic nor implied by this Agreement. City's continuing purchase of the Supplies and/or Services set forth in this Agreement is subject to City's needs and to City's annual appropriation of sufficient funds in City's fiscal year (July 1st to June 30th) in which City purchases Supplies and/or Services. In the event City does not appropriate or budget sufficient funds to perform this Agreement, this Agreement is null and void without further action by City.

The City may extend the Agreement for ninety (90) days beyond a final renewal term at the price and upon the delivery terms set forth on Exhibit A – Delivery and Pricing. The City, at its sole option and to the extent allowable by law, may choose to exercise subsequent ninety (90) day extensions upon the price and upon the delivery terms set forth on Exhibit A – Delivery and Pricing to facilitate the finalization of related terms and conditions of a new award or as needed for transition to a new Contractor.

5. **Supplies Warranty.** With respect to all Supplies to be delivered under this Agreement, Contractor warrants to City that such Supplies will be of good materials and workmanship and free from defects and will conform to the Specifications provided by City. In addition, Contractor shall assure that the Supplies purchased hereunder are covered by all available and applicable manufacturers' warranties for such Supplies and expressly agrees that it will be responsible for performing all warranty obligations set forth in the Specifications for the Supplies.
6. **Services Warranty.** With respect to all Services to be performed under this Agreement, Contractor warrants that it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and in accordance with the Specifications provided by City.
7. **Warranty Period.** Contractor agrees that all warranties set forth herein will remain in effect for a period of one (1) year from the date City Accepts the Supplies and/or Services, or as specified in the Specifications, whichever is later. Contractor shall not disclaim or otherwise limit the express warranties set forth herein.
8. **Warranty Remedies.** City shall notify Contractor if any of the Supplies and/or Services fails to meet the warranties set forth above. If the failure is with Supplies, then Contractor shall promptly correct, repair or replace such Supplies at its sole expense and/or if the failure is with a Service, then Contractor shall promptly reperform such Service at Contractor's sole expense. Notwithstanding the foregoing, if City determines that such Supplies and/or Services are defective or non-conforming within the first thirty (30) Days after the date of Acceptance by City, then Contractor at City's option shall refund the entire purchase price, and, in the case of Supplies, City shall promptly return such Supplies to Contractor. Contractor shall pay all expenses related to the return of such Supplies to Contractor.
9. **Rejection, Contractor Bears Risk.** All Supplies and Services purchased in the Agreement are subject to approval by the City. Rejection of Supplies or Services, resulting because of nonconformity to the terms, conditions, and Specifications of this Agreement, whether held by the City or returned, will be at Contractor's risk and expense. Contractor shall bear the risk of loss or damage at all times until the Acceptance of the Supplies or Services by City.
10. **Force Majeure.** Contractor will not be responsible for delays in delivery of the Supplies or Services due to acts of God, government action or inaction, fire, war, or riot, provided Contractor notifies the City immediately, in writing of such pending or actual delay. Normally, in the event of any such delays (acts of God, etc.) the date of delivery of the Supplies or Services will be extended for a period equal to the time lost due to the reason for delay.
11. **Conflict of Interest.** By signing this Purchase Agreement, Contractor covenants that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire an interest that conflicts in any manner or degree with the Supplies or Services required to be provided or performed under the Agreement. Furthermore, Contractor shall not employ any person or agent having any such conflict of interest. In the event that the Contractor or its agents, employees or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such interest to the City and take action immediately to eliminate the conflict or to withdraw from this contract, as the City requests.
12. **No Indemnification by City.** Contractor understands and acknowledges that City is a municipal corporation that is funded by its taxpayers to operate for the benefit of its citizens. Accordingly, and pursuant to Oklahoma law, City shall not indemnify nor hold Contractor harmless for loss, damage, expense or liability arising from or related to this Agreement, including any attorneys' fees and costs. In addition, Contractor shall not limit its liability to City for actual loss or direct damages for any claim based on a material breach of this Agreement. City reserves the right to pursue all legal and equitable remedies to which it may be entitled.
13. **Liability/Indemnification.** Contractor shall hold City harmless for any loss, damage or claims arising from or related to its performance of the Agreement. Contractor must exercise all reasonable and customary precautions to prevent any harm or loss to all persons and property related to the Agreement. Contractor agrees to indemnify and hold the City harmless from all claims, demands, causes of action or suits of whatever nature arising out of the Supplies, Services, labor, or materials furnished by Contractor or Contractor's subcontractors under this Agreement. In addition, Contractor agrees to indemnify, defend, and save harmless City and its officers, employees and agents from all suits and actions of any nature brought against them due to the use of patented appliances, products or processes provided by Contractor hereunder. Contractor shall pay all royalties and charges incident to such patents.

PURCHASE AGREEMENT

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14. **No liens.** Pursuant to City's Charter (Art. XII, §5), no lien of any kind shall exist against any property of City. Contractor shall deliver all Supplies to City free and clear of liens. Delivery by Contractor to City of Supplies which are subject to liens shall be a material breach of the Agreement and all damages and costs incurred by City because of the existence of such liens shall be paid to City by Contractor. At City's option, City may return such Supplies to Contractor and Contractor shall pay the cost of returning such Supplies and reimburse City for any payments made for such Supplies.
15. **No Insurance by City.** If City is leasing Supplies herein, City shall not be required to obtain insurance for Contractor's property. Contractor shall be solely responsible for any insurance it deems necessary. City is self-insured for its own negligence, subject to the limits of the Governmental Tort Claims Act (51 O.S. § 151 et seq.).
16. **No Confidentiality.** Contractor understands and acknowledges that City is subject to the Oklahoma Open Records Act (51 O.S. §24A.1 et seq.) and therefore cannot assure the confidentiality of this Agreement or other information provided by Contractor pursuant to this Agreement that would be inconsistent with City's compliance with its statutory requirements thereunder.
17. **Compliance with Laws.** Contractor shall comply, and ensure its subcontractors used in the performance of this Agreement comply with all applicable federal, state and local laws, regulations and standards. Contractor is responsible for any costs of such compliance. Contractor certifies that it and all its subcontractors to be used in the performance of this Agreement are in compliance with 25 O.S. Sec. 1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. Sec. 1312 and includes but is not limited to the free Employee Verification Program (E-Verify) available at www.dhs.gov/E-Verify.
18. **Acknowledgment.** If Contractor has 10 or more full-time employees during the term of the Agreement, and this Agreement has a value of one hundred thousand dollars (\$100,000) or more, Contractor hereby represents, warrants, and covenants to the City that, in accordance with and pursuant to 21 O.S. § 1289.31 (i) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (ii) will not discriminate against a firearm entity or firearm trade association during the term of this Agreement.
19. **Termination.** City, by written notice, may terminate this Agreement, in whole or in part, when such action is in the best interest of City. If City terminates this Agreement, City shall be liable only for payment for Supplies accepted and Services rendered prior to the effective date of termination. City's right to terminate this Agreement is cumulative to any other rights and remedies provided by law or by this Agreement.
20. **Payment.** Invoices should be e-mailed to the City of Tulsa – Accounts Payable at: apinvoices@cityoftulsa.org. Payment will be made net 30 days after receipt of a properly submitted invoice or the City's Acceptance of the Supplies or Services, whichever is later.
Each invoice must be fully itemized, identifying Supplies provided and/or Services performed, and must bear the purchase order number assigned by the City.

The purchase order number shall appear on all invoices, packing lists, packages, shipping notices, instruction manuals and other written documents relating to the Supplies or Services. Packing lists shall be enclosed in each and every box or package shipped pursuant to this Agreement, indicating the content therein.
21. **Price Changes.** The parties understand and agree that the variables in Contractor's cost of performance may fluctuate, but any change in Contractor's cost of performance will not alter its obligations under this Agreement, nor excuse performance or delay on Contractor's part. Notwithstanding the foregoing, after the first year of the term, the Contractor may request a price increase in addition to any other price increase set forth in this Agreement. In its sole discretion, the City may approve the request if it determines that such price increase is in the City's best interest.
22. **Right to Audit.** Contractor agrees that Contractor's books, records, documents, accounting procedures, practices, price lists or any other items related to the Supplies and/or Services provided hereunder are subject to inspection, examination, and copying by City or its designees. City requires Contractor to retain all records related to this Agreement for the duration of the term of this Agreement and a period of three years following completion and/or termination of the Agreement. If an audit, litigation or other action involving such records begins before the end of the three-year period, Contractor shall maintain the records three years after the date that all issues arising out of the action are resolved or until the end of the three-year retention period, whichever is later.
23. **Notice.** Any notice, demand, or request required by or made pursuant to this Agreement will be deemed properly made if personally delivered in writing or deposited in the United States mail, postage prepaid, to the following:

To Contractor:

To CITY:

Contact for Legal Notice as specified on Exhibit A – Delivery and Pricing form.
City Clerk
CITY OF TULSA, OKLAHOMA
175 E. 2nd Street, Suite 260
Tulsa, Oklahoma 74103

With a copy to:

Tulsa Purchasing Division
175 E. 2nd Street, 15th Floor
Tulsa, OK 74103

PURCHASE AGREEMENT

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24. **Relationship of Parties.** The Contractor is and shall always remain an independent contractor with respect to activities and conduct while engaged in the performance of services for the City under this Agreement. No employees, subcontractors or agents of the Contractor will be deemed to be employees of the City for any purpose whatsoever, and none will be eligible to participate in any benefit program provided by the City for its employees. The Contractor shall be solely responsible for the payment of all employee wages and salaries, taxes, withholding payments, fringe benefits, insurance premiums, continuing education courses, materials or related expenses on behalf of its employees, subcontractors, and agents. Nothing in this Agreement will be construed to create a partnership, joint venture, or agency relationship among the parties. No party will have any right, power or authority to act as a legal representative of another party, and no party will have any power to obligate or bind another party, or to make any representations, express or implied, on behalf of or in the name of the other in any manner or for any purpose whatsoever.
25. **Third Parties.** This Agreement is between City and Contractor and creates no right unto or duties to any other person. No person is or will be deemed a third-party beneficiary of this Agreement.
26. **Time of Essence.** City and Contractor agree that time is deemed to be of the essence with respect to this Agreement. The Agreement is subject to cancellation by the City for Contractor's failure to deliver on time. All deliveries are required F.O.B to the City's facilities. For any exception to the delivery date specified in the Agreement, Contractor shall give prior written notification and obtain written approval from the City. The Acceptance by the City of later performance with or without objection or reservation shall neither waive the City's right to claim damages for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by Contractor.
27. **Binding Effect.** This Agreement shall be binding upon City and Contractor and their respective successors, heirs, legal representatives and permitted assigns.
28. **Headings.** The headings used herein are for convenience only and will not be used in interpreting this Agreement.
29. **Severability Provision.** If any term or provision herein is determined to be illegal or unenforceable, the remainder of this Agreement will not be affected thereby. It is the intention of the parties that if any provision is held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as is possible to be legal, valid and enforceable.
30. **Governing Law and Venue.** This Agreement is executed in and shall be governed by and construed in accordance with the laws of the State of Oklahoma without regard to its choice of law principles, which shall be the forum for any lawsuits arising under this Agreement or incident thereto. The parties stipulate that venue is proper in a court of competent jurisdiction in Tulsa County, Oklahoma and each party waives any objection to such venue. City does not and will not agree to binding arbitration of any disputes.
31. **No Waiver.** A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other provision, nor shall any failure to enforce any provision hereof operate as a waiver of the enforcement of such provision or any other provision.
32. **Entire Agreement.** The entire agreement between City and Contractor is contained in the Agreement. No verbal agreement between the parties is binding. Any scope of services, scope of work, quote, invoice, acknowledgment or other communication or other document issued by Contractor in connection with this Agreement will be for the purposes of describing in greater detail the Supplies and/or Services (as applicable) to be provided. Contractor's rejection or modification of the terms set forth in the City's IFB is void and of no effect, unless any such modification improves upon the City's terms or Specifications, in which case the improvement is accepted. Contractor understands and acknowledges that if it adds terms and conditions to its Bid that are different from the terms set forth herein that City may reject the Bid as non-responsive.
33. **Amendment/No Assignment.** The Agreement may only be modified or amended in a writing signed by both parties. Notwithstanding anything to the contrary stated herein or in the attachments to this Agreement, no future agreements, revisions or modifications that may be required under this Agreement are effective or enforceable unless such terms, revisions or modifications have been reduced to writing and signed by City and Contractor. Contractor may not assign this Agreement or use subcontractors to provide the Supplies and/or Services without City's prior written consent. Contractor shall not be entitled to any claim for extras of any kind or nature.
34. **Multiple Counterparts.** This Purchase Agreement may be executed in several counterparts, each of which will be deemed an original, but which together will constitute one and the same instrument.

PURCHASE AGREEMENT

(Page 5 of 5)

35. **Interpretive Matters and Definitions.** The following interpretive matters shall be applicable to this Agreement:

- 35.1. Unless the context otherwise requires: (a) all references to Sections are to Sections of or to this Agreement; (b) each term defined in this Agreement has the meaning assigned to it; (c) "or" is disjunctive but not necessarily exclusive; (d) words in a singular include the plural and vice versa. All references to "\$" or to dollar amounts shall be in lawful currency of the United States of America;
- 35.2. No provision of this Agreement will be interpreted in favor of, or against, any of the parties hereto by reason of the extent to which such party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof or thereof;
- 35.3. Any reference to any applicable laws will be deemed to include all rules and regulations promulgated thereunder and judicial interpretations thereof, unless the context requires otherwise;
- 35.4. The word "including" means "including, without limitation" and does not limit the preceding words or terms; and
- 35.5. All words used in this Agreement will be construed to be of such gender, number or tense as circumstances require.

36. **Equal Employment Opportunity.** Contractor agrees to comply with all applicable laws regarding equal employment opportunity and nondiscrimination.

37. **Authority to Bind.** The undersigned individual states that s/he has authority to bind Contractor to this Agreement, that s/he has read and understands the terms of this Agreement, and that Contractor agrees to be bound by this Agreement.

IMPORTANT NOTE: This document must be signed by Authorized Agent. FAILURE TO SUBMIT PROPERLY AUTHORIZED SIGNATURE MAY RESULT IN YOUR BID BEING REJECTED AS NONRESPONSIVE.

IN WITNESS WHEREOF, this Agreement has been executed in multiple copies on the dates set forth below to be effective during the period recited above.

Contractor Company

Name: _____

Sign Here ► _____

ATTEST:

Printed Name: _____

Title: _____

Corporate Secretary

Date: _____

**CITY OF TULSA, OKLAHOMA,
a municipal corporation,**

ATTEST:

By: _____

Mayor

City Clerk

Date: _____

APPROVED:

Assistant City Attorney

Appendix A

Highway Spill Remediation

CHAPTER 210. HIGHWAY SPILL REMEDIATION

[Authority: 27 A.O.S. § 2-2-101, 2-2-201, 2-2-104, 2-7-105, 2-7-106 and 2-7--403]

[Source: Codified 6-15-07]

252:210-1-1. Purpose, authority and applicability

(a) **Purpose.** The purpose of this Chapter is to implement and enforce the Oklahoma Highway Remediation and Cleanup Services Act. The rules in this Chapter are to provide for regulation of highway spill remediation and cleanup services and regulation of highway spill remediation and cleanup service operators as necessary for protection of the waters of the State, the public health and the environment.

(b) **Authority.** 252:210 is authorized by 27A O.S. §§ 2-7-401 through 405.

(c) **Applicability.** The rules in this Chapter apply to:

- (1) Any business that provides services to contain, remove and/or remediate spills of hazardous materials on highways in Oklahoma; and
- (2) Any person who owns or operates those businesses or is employed by them to perform such containment and/or remediation services.

[Source: Added at 24 Ok Reg 582, eff 1-4-07 (emergency); Added at 24 Ok Reg 1513, eff 6-15-07]

252:210-1-2. Definitions

The following words and terms, when used in this Chapter, shall have the following meaning, unless the context clearly indicates otherwise:

"Collision" means any physical impact of a truck, truck-tractor, trailer or any combination thereof with the land or road surface or any other vehicle, structure or object.

"DEQ" means the Oklahoma Department of Environmental Quality.

"Hazardous material" means any substance that, if spilled, is or has the potential to be harmful to humans or the environment such that it is appropriate to impose special requirements upon those who remediate a spill of the substance. Such substances include, but are not limited to, explosives, flammable and/or combustible liquids, acids, caustics, poisons, containerized gases, toxic chemicals, hazardous materials as defined in 49 CFR 171.8 and hazardous wastes as defined in 40 CFR Part 260.

"Highway" means highway as defined by 47 O.S. § 1-122.

"Law enforcement officer" means the lead official as defined by the Oklahoma Emergency Response Act.

"Remediation" includes containment, removal, and cleanup of a hazardous material spill, and the handling and disposition of cargo to the extent the cargo is contaminated with hazardous material as a result of the spill.

"Spill" means release of a hazardous material, caused by a collision on or adjacent to a highway in Oklahoma, in a quantity that could be harmful to humans or the environment.

[Source: Added at 24 Ok Reg 582, eff 1-4-07 (emergency); Added at 24 Ok Reg 1513, eff 6-15-07]

252:210-1-3. General provisions

(a) **License required.** Spills shall be remediated only by businesses licensed pursuant to this Chapter. The person who spilled the hazardous material may employ any licensed highway spill remediation service unless the on-scene law enforcement officer has determined that there are hazardous conditions that pose an imminent threat to health or the environment. In these cases where time is critical, the law enforcement officer may contact any licensed highway spill remediation service or any non-licensed provider of a service needed to resolve the emergency.

(b) **Employee training.** Any person who participates in the remediation of spills must:

- (1) Be employed by a business licensed pursuant to this Chapter;
- (2) Be currently certified as a hazardous materials technician pursuant to 29 CFR 1910.120; and
- (3) Upon request by DEQ personnel or local law enforcement personnel at the scene of a spill, provide proof of their current hazardous materials technician certification.

(c) **Vehicle requirements.** All vehicles used in the remediation of spills shall visibly display the highway spill cleanup license number on both sides of the vehicle in numbers at least four inches (4") high.

(d) **Tow trucks.** All tow trucks used in the remediation of spills shall be registered and licensed by

the Oklahoma Department of Public Safety.

(e) **Disposal.** All waste material collected or generated in the remediation of spills must be managed and disposed of in accordance with all applicable laws.

(f) **Specified dates.** If any date specified in this Chapter falls on a weekend or holiday, the date of the following working day shall be the effective date.

(g) **License period.** Licenses shall be effective from the day of licensure and expire on December 31 of the same year, unless modified by an Administrative Proceeding. Licenses issued prior to January 1, 2007, will expire December 31, 2007.

(h) **Application time frame.** Applications will become void if the applicant fails to meet all licensure requirements within one hundred eighty (180) days of being notified of any deficiencies. All fees paid are non-refundable when an application is voided.

[Source: Added at 24 Ok Reg 582, eff 1-4-07 (emergency); Added at 24 Ok Reg 1513, eff 6-15-07]

252:210-1-4. Prerequisites for new licenses and renewal

To be eligible for initial licensure or renewal:

- (1) The owner of the business must be eighteen (18) years of age or older;
- (2) The owner of the business must be a resident of the State of Oklahoma or the business must be an Oklahoma corporation;
- (3) The principal business facilities must be located in the State of Oklahoma;
- (4) The owner and/or business must owe no outstanding fees or fines to the Department of Environmental Quality or any income taxes to the State of Oklahoma;
- and
- (5) The owner and/or business must be in compliance with these rules and all DEQ final orders.

[Source: Added at 24 Ok Reg 582, eff 1-4-07 (emergency); Added at 24 Ok Reg 1513, eff 6-15-07]

252:210-1-5. Licensure requirements

(a) **Initial license.** An applicant may become licensed to remediate spills by:

- (1) Submitting to the DEQ a completed and signed DEQ Form 210-001 "Highway Spill Cleanup License Application";
- (2) Remitting payment to DEQ for the required initial licensure fee; and
- (3) Submitting documentation to DEQ that the applicant has a general liability insurance policy that includes pollution coverage in the amount of at least \$1,000,000. The documentation shall include a copy of the certificate of insurance.

(b) **Renewal license.** An applicant may renew an unexpired license to remediate spills by doing the following no later than the 15th of the month preceding the expiration date of the current license (December 31st):

- (1) Submitting to the DEQ a completed and signed DEQ Form 210-001 "Highway Spill Cleanup License Application";
- (2) Remitting payment to DEQ for the required renewal licensure fee; and
- (3) Submitting documentation to DEQ that the applicant has a general liability insurance policy that includes pollution coverage in the amount of at least \$1,000,000. The documentation shall include a copy of the certificate of insurance.

(c) **Late renewals.** The applicant shall pay the late fee in addition to the renewal fee for renewal applications postmarked or delivered to the DEQ after December 15th.

(d) **Failure to renew.** Once a license expires, the applicant may not continue to remediate spills until the license is actually renewed. Any license that has not been renewed within twelve (12) months of expiring may not be renewed. Such applicants must apply for a new license and pay the new license fee in full.

[Source: Added at 24 Ok Reg 582, eff 1-4-07 (emergency); Added at 24 Ok Reg 1513, eff 6-15-07]

252:210-1-6. Licensee's duties; record keeping

(a) **Remediation records.** The licensee shall maintain and make available to DEQ upon request, a record of all remediations performed pursuant to this Chapter. Each record shall include, at a minimum, the following:

- (1) Name and contact information for the person or entity responsible for the materials spilled;
- (2) Date of the spill;
- (3) Legal description, highway mile marker, physical address, or latitude and longitude of the spill;

- (4) Description and quantity of material spilled;
 - (5) Method of remediation;
 - (6) Results of all analyses; and
 - (7) Location and date of disposal or disposition.
- (b) **Employee training records.** The licensee shall maintain and make available to DEQ upon request all hazardous materials technician certification training records for all employees who participate in remediation services for the licensee.
- (c) **Records retention.** All records required to be maintained by the licensee pursuant to this Section shall be retained for a minimum of three (3) years.

[Source: Added at 24 Ok Reg 582, eff 1-4-07 (emergency); Added at 24 Ok Reg 1513, eff 6-15-07]

252:210-1-7. License suspension and revocation

- (a) **Reasons for suspension or revocation.** After notice and opportunity for hearing, the DEQ may suspend or revoke a license for:
- (1) Procedural violations such as allowing the insurance to expire, allowing untrained employees to participate in remediation of a spill or other related procedural issues;
 - (2) Gross inefficiency or incompetence in providing spill containment or remediation services or in complying otherwise with the requirements of this Chapter and other applicable law;
 - (3) Any violation of this Chapter or any final DEQ order; or
 - (4) Dishonesty, fraud or misrepresentation to DEQ.
- (b) **Suspension.** Any entity or person whose license is suspended by the DEQ:
- (1) May not provide remediation services until their license has been reinstated or they have received a new license.
 - (2) May apply for reinstatement of their license at any time during the twelve (12) months following the date of their suspension by:
 - (A) Correcting any deficiency(ies);
 - (B) Paying any outstanding fees or fines owed to DEQ;
 - (C) Remitting payment to DEQ for the reinstatement fee;
 - (D) Meeting the renewal requirements of Section I-9(b) of this Chapter, including remitting payment for the renewal fee if the license expired during the suspension period; and
 - (E) Being in compliance with all final DEQ rules and orders.
- (c) **Revocation.** Any entity or person whose license has been revoked by the DEQ must wait one (1) year from the date of revocation before filing an application for a new license.

[Source: Added at 24 Ok Reg 582, eff 1-4-07 (emergency); Added at 24 Ok Reg 1513, eff 6-15-07]

252:210-1-8. Fees

Unless otherwise provided by statute, license fees shall be as follows:

- (1) New license fee - \$10,000.00
- (2) Annual renewal fee - \$1,000.00
- (3) Late fee - \$100.00
- (4) Reinstatement fee - \$100.00

[Source: Added at 24 Ok Reg 582, eff 1-4-07 (emergency); Added at 24 Ok Reg 1513, eff 6-15-07]

BIDDER CHECKLIST

Use this checklist to ensure You have properly read and completed **all** documents listed below. This document (the IFB) contains all the following materials, which must be completed and returned to the City of Tulsa City Clerk's Office in a mailed envelope with the affixed packing label (found on the last page). Each of these documents will form the resulting Agreement between the City and Contractor.

Remember: Bids must be sealed and either mailed or delivered. Please use the provided label to clearly write the Bidder legal name and Bid number on the outside of the package, container, or envelope. The package, container, or envelope should contain both of Your completed Bids, the original and the copy. No faxed or emailed Bids will be considered. Unless otherwise stated herein, Bids received after the stated date and time **will not be accepted**.

Bidder's Name: _____

BIDDER CHECKLIST		
BIDDER DOCUMENTS	PAGES	INCLUDED?
Notice of Invitation for Bid (Cover page and Sections I, III, IV)	1-3, 12-14	
Specifications (Section II)	3-12	
Insurance Requirements, Bonding, (Section V)	15	
References (Section V, required form)	16	
Sample Forms (Section VI)	17	
EXHIBIT A: Delivery and Pricing (required form)	18-19	
Affidavits (required form) Signatures of Authorized Agent and notarization required. Reference Page 2: Authorized Agent	20	
Purchase Agreement (required form) Complete legal name in first paragraph and signature block. Signature by Authorized Agent required. Reference Page 2: Authorized Agent	21-25	
Appendix A - OAC 252:210 Highway Spill Remediation	26-28	
Bidder Checklist	29	
Required Bid Response Attachments: (1) Wrecker License, (2) Equipment List, (3) Process for Personal Possessions Accountability, (4) Wrecker Drivers List, (5) Storage Facilities Site(s) List (Attach all to the back of Bid Packet)		
Certificate(s) of Insurance (Attach at the back of Bid Packet)		
Signature Authorization Documents (Attach at the back of Bid Packet)		

- Please Return Entire IFB Document with Your bid including Completed Required Forms and Attachments.
- Any contact with City employees or officials, other than the assigned buyer, for or about this solicitation will disqualify Your bid and it shall be deemed non-responsive.

PACKING LABEL

Top Left Corner

Your Company Name

Street Address

City, State, Zip Code

FROM:

City of Tulsa – City Clerk’s Office

175 East 2nd Street, Suite 260

Tulsa, OK, 74103

Bidder Submission For:

BID# TAC 277F

BID DESCRIPTION: Wrecker, Impound & Storage Services

Please affix this label on the package, container, or envelope containing Your two completed Bids: one labeled “Original,” the other labeled “Copy.” We recommend that both Bids (original and copy) be sent in the same envelope.

This label ensures that Your Bid will be sent to the correct office (City Clerk’s) and that it is associated with the correct Solicitation (indicated by the Bid number). Bids must be sealed and either mailed or delivered to the City Clerk’s Office. Bids must also be received no later than 5:00 PM (CST) on date listed on the first page of the IFB.